

RISK DETAILS

UNIQUE MARKET REFERENCE:	ABC0295321
TYPE:	All risks excluding all natural perils except for Earthquake shock, any fire and/or explosion following earthquake, tsunami, flood and other water damage caused by earthquake and volcanic eruption reinsurance as original.
ORIGINAL POLICY REFERENCE:	ABC39135
REINSURED:	ABC COMPANY
INSURED:	COUCH MANUFACTURING INC Address: 123 MAIN STREET SOUTH NEW HAVEN, CT 02194
PERIOD:	From: 00:00 APRIL 15, 2024 To: 24:00 APRIL 15, 2025
LIMITS:	<u>All risks excluding EQ:</u> USD 10,000,000 any one accident Excess of USD 1,000,000 any one event in turn excess of Original policy deductible
TERRITORIAL SCOPE:	UNITED STATES OF AMERICA
INTEREST:	All Real and Personal Property of the Insured including Property whilst in their Care, Custody or Control, including Business Interruption and interdependency, extra expense as more fully defined in the original policy wording.
CHOICE OF LAW AND JURISDICTION:	UNITED STATES OF AMERICA

PREMIUM:	USD 5,000,000
PREMIUM PAYMENT TERMS:	LSW 3000 Premium Payment Clause (120 days) as attached.
TAXES PAYABLE BY THE REINSURED AND ADMINISTERED BY REINSURERS:	None
REINSURANCE CONDITIONS:	<ul style="list-style-type: none"> - This Reinsurance is subject to the same Terms, Clauses, Warranties, Exceptions, Conditions, Extensions and Endorsements as the original and follows its settlements as far as applicable hereto (excluding rate, retention and limit).
	<ul style="list-style-type: none"> - Reinsurers automatically agree, if required, 10% increase in values at nil additional premium.
	<ul style="list-style-type: none"> - Reinsurers agree automatic coverage hereon in respect of newly acquired locations subject to time and amount prorata additional premium. The premium adjustment shall be done at the anniversary date.
	<ul style="list-style-type: none"> - Reinsurers agree to waive advice of cedant retention and sight of original policy wording. - Reinsurers agree to daily pro-rata return premium if this programme should be cancelled in the mid-term subject to no loss under this reinsurance contract. - Simultaneous Settlements Clause (Reinsurance) - as attached. - Intermediary Clause - as attached - Special Cancellation Clause - as attached. - Confidentiality Agreement - as attached - Arbitration Clause – as attached - Personal Data Protection Clause - as attached
	<ul style="list-style-type: none"> - Reinsurers agree to pay their proportion of expenses, charges, adjusters fees, legal and other costs incurred in connection with the adjustment, investigation and settlement of any original policy claim (but excluding office expenses and salaries of the Reinsured) in addition to the Limit and in the ratio that the Reinsurers loss payment bears to the 100% original policy loss payment which shall exclude the amount of any excess or deductible payable by the Insured. - In case of mid-term cancellation, the return premium shall be calculated on the time pro-rata basis.
RECORDING TRANSMITTING AND STORING INFORMATION:	Where the Intermediary maintains risk and claim data/information/documents the Intermediary may hold data/information/documents electronically.

**REINSURER
CONTRACT
DOCUMENTATION:**

This Document details the contract terms, clauses, conditions and exclusions agreed between the Reinsured and the Reinsurers as well as setting out administrative details under the appropriate sections contained herein.

Any oral or written representations previously or subsequently issued by reinsurers that contain different terms and conditions shall have no effect on this placement unless mutually agreed in writing by all parties.

Please examine this document carefully and confirm your agreement by signing and returning as soon as possible or advise us immediately if it is incorrect or does not meet your requirements.

This Document is the definitive evidence of cover and as such no formal policy shall be required.

INFORMATION

<u>Occupation</u>
<u>Total Sum Insured</u>
Property damage: USD 125,488,543,123 Business interruption: USD 83,719,473,000 Indemnity period : 12 MONTHS
<u>Original Policy Deductible</u> Property damage: USD 10,000,000 except for : Electrical & machinery breakdown: USD 50,000,000 Earthquake: USD 100,000,000 Business interruption: 60 days: <u>Original Policy Limit</u> USD 550,000,000
<u>Original Policy Terms and Conditions</u> Sublimit: Earthquake USD 100,000,000
<u>Loss record</u> Nil

BROKER REMUNERATION AND DEDUCTIONS

TOTAL BROKERAGE:	20.00% Reinsurers agree to close on a net equivalent basis (downwards)
OTHER DEDUCTIONS FROM PREMIUM:	Reinsurers agree to pay survey fees on an incurred basis in proportion to signed lines up to 2.5% of Gross Slip Premium.

FISCAL AND REGULATORY

TAXES PAYABLE BY REINSURERS:	None, subject as decreed by any change in legislation that may occur and affect this Reinsurance.
COUNTRY OF ORIGIN:	UNITED STATES OF AMERICA

SECURITY DETAILS

REINSURERS LIABILITY:

LMA 3333 Reinsurers Liability Clause

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

**REINSURERS
LIABILITY:
(continued)**

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

ORDER HEREON: 5 % of 100%

**BASIS OF WRITTEN
LINES:** Percentages of Whole

WRITTEN LINES: In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

**BASIS OF SIGNED
LINES:** Percentage of Whole

**SIGNING
PROVISION:** In the event that the written lines hereon exceed 100% of the order, any lines written "To Stand" will be allocated.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance, then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the cedant and all reinsurers whose lines are to be varied. The variation to the contracts will take effect only when all such reinsurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

SPECIAL CANCELLATION

1) Either party shall have the right to terminate this Reinsurance Agreement immediately by giving notice in writing to the other party:-

- a) If the performance of the whole or any part of this Reinsurance Agreement be prohibited or rendered impossible de jure or de facto in particular and without prejudice to the generality of the preceding words in consequence of any law or regulation which is or shall be in force in any country or territory or if any law or regulation shall prevent directly or indirectly the remittance of any or all or any part of the balance of payments due to or from either party.
- b) If the other party has become insolvent or unable to pay its debts or has lost the whole or any part of its paid up capital or should reduce or call up any of its capital, except in the case where such reduction takes place for the purpose of enhancing its net worth or earnings per share.
- c) If the country or territory in which one party resides or has its head office or is incorporated shall be involved in armed hostilities with the country or territory in which the other party resides, whether war be declared or not, or is partly or wholly occupied by another power.
- d) If the other party shall have failed to comply with any of the terms and conditions of this Reinsurance Agreement.
- e) If the other party should go into liquidation, voluntary or otherwise.

2) Notwithstanding the provisions of item (1) hereof, if at anytime the Reinsurer should:

- a) Have a Receiver appointed,
- b) Amalgamate with or its shares be purchased by any other Company or Corporation, or suffer a material change in its ownership or control,
- c) Agree to any arrangement whereby an end would be put to its separate existence,
- d) Cease to carry on the class of business to which this Reinsurance Agreement relates,
- e) Loses its operating licence or has its operating licence suspended or restricted by any court order or regulatory agency having control over the Reinsurer's operations,
- f) Be rated at less than A- by Standard and Poor's or A3 by Moody's or A- by AM Best, or cease, whether voluntarily or not, to have a rating (including a designation of "not rated" or "NR") by any of the above rating agencies at or after the inception of this Reinsurance Agreement,

the Reinsured shall have the right to terminate forthwith this Reinsurance Agreement either in whole or in part.

The effective date of such termination shall be determined at the sole discretion of the Reinsured provided that the date so determined shall not be earlier than the date upon which the event in items 2(a) to (f) occurred.

With regard to any Lloyd's Underwriters participating hereunder the rating applicable to each individual Lloyd's Underwriter shall be the rating applicable to the Lloyd's Insurance Market as a whole.

- 3) Should the portfolio covered under this Reinsurance Agreement substantially change as a result of the Reinsured being party to a merger or acquisition the Reinsured reserves the right to terminate forthwith this Reinsurance Agreement either in whole or in part.
- 4) All notices of termination in accordance with any of the provisions of this Clause shall be by the most efficient means of correspondence and shall be deemed to have been served upon dispatch or where communications between the parties are interrupted upon attempted dispatch.
- 5) All notices of termination served in accordance with any of the provisions of this Clause shall be addressed to the party concerned at its Head Office or at any address previously designated by that party.
- 6) In the event of this Reinsurance Agreement being terminated at any date before the expiring date then the premium due to the Reinsurer shall be calculated upon the pro rata temporis of the annual premium. The Reinsured, in the event of such termination, shall have the option to reassume the outstanding claims and should the Reinsured exercise its option to reassume the outstanding claims, the Reinsurer shall refund its share of the outstanding claims estimated by the Reinsured. The Reinsured reserves the right, however, to effect an adjustment of this amount at a later date if, in its opinion, it is necessary to do so. The settlement amount of such outstanding claims and the adjustment thereof at a later date shall be subject to mutual agreement of both parties. After the date of termination the rights and obligations of both parties to this Reinsurance Agreement hereunder shall cease outright other than in respect of losses which have occurred or commenced prior thereto.

CONFIDENTIALITY AGREEMENT

The Reinsurer hereby undertakes to regard this Contract and any information provided by the Reinsured in relation thereto (together referred to as “Confidential Information”) as strictly confidential.

The Reinsurer further declares and agrees that it will not at any time during the duration of this Contract or subsequently make use directly or indirectly of the information afforded by the Reinsured in relation to this Contract without written prior consent of the Reinsured.

Notwithstanding the foregoing, the Reinsurer is allowed to make use of such Confidential Information which is necessary for the execution and performance of this Contract, including but not limited to storage of such Confidential Information which are necessary for administration, risk management, claims handling and accounting purposes in its Information Technology systems.

The Reinsurer assures that everybody having legal access to their Information Technology systems are contractually and/or legally bound and/or required by internal policy to hold all information that is being made available through these systems in strict confidence.

Moreover, Confidential Information shall not include information

- a. which the Reinsurer already lawfully possesses prior to disclosure by the Reinsured
- b. which is lawfully made available by a third party free to make such disclosure without breach of any legal obligation
- c. which the Reinsurer develops independently
- d. which is, or becomes, publicly available without breach of any duty of confidentiality by the Reinsurer

The Reinsurer further agrees that it shall not disclose any Confidential Information without the prior written consent of the Reinsured except, on a need-to-know basis, to a limited group of its directors, employees, auditors or outside professional advisors or other branches and/or entities of its group company.

The duty of confidentiality does not apply where disclosure has to be made as a result of subpoena, requirement or official request from any competent judicial, administrative, regulatory or legislative body including arbitration panels and auditors.

SIMULTANEOUS SETTLEMENTS CLAUSE (REINSURANCE)

Reinsurers agree to pay their share of any loss hereon simultaneously with Insurers participating in the original insurance.

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PERSONAL DATA PROTECTION CLAUSE

The parties to this Contract acknowledge and agree that where it is necessary for them to collect, use, disclose or store Personal Information for the purposes of this Contract; they will do so in accordance with the relevant Personal Data legislation or regulatory requirements, as applied to them, in respect of the business covered under this Contract.

PREMIUM PAYMENT CLAUSE

The (Re)Insured undertakes that premium will be paid in full to Underwriters within **120** days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the **120** day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

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**REINSURERS
SIGNED LINES:**

WRITTEN LINES: